

**Below is the Order of the Court.**



## Marc Barreca U.S. Bankruptcy Judge

(Dated as of Entered on Docket date above)

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

In re

Case No. 14-10421-MLB

CASEY R. INGELS,

Debtor.

JOHN S. PETERSON, as Bankruptcy Trustee,

Adversary No. 14-01387-MLB

**Plaintiff.**

vs.

CASEY R. INGELS.

**ORDER GRANTING AMENDED MOTION  
IN LIMINE IN PART AND DENYING IN  
PART**

**Defendant**

THIS MATTER having come before the Court on the Defendant's Amended

Motion in Limine; and the Court having reviewed the motion; now, therefore it is

**ORDERED:**

1. Plaintiff John Peterson will be permitted to testify at trial;

**ORDER GRANTING MOTION IN LIMINE - I**

**THE TRACY LAW GROUP, PLLC**  
720 Olive Way, Suite 1000  
Seattle, WA 98101  
206-624-9894 phone / 206-624-8598 fax

2. Plaintiff's Complaint shall be limited to the following factual allegations of false oaths at the 341 meeting under 11 U.S.C. § 727(a)(4)(A):

A. Mr. Ingels established the MJ Ray Ingels Irrevocable Trust with his former spouse for the benefit of his children. The trust was funded and moved forward with. Mr. Ingels personally paid \$68,000.00 down on the Dekoven property in 2009 and had it placed in the trust. Mr. Ingels reports he had located the property and identified it as the property to be purchased for the trust. The purchase price of the property was \$680,000.00 in 2009...this was not the amount that was owed on it in 2014 as \$68,000.00 had been paid down on the property and some interest payments were made on the property by Mr. Ingles or Ms. Hanson.

B. In addition to the \$68,000.00 down payment made on the property, Mr. Ingels made 18-24 payments on the property of approximately \$3,500/month (the monthly payment amount on the note wa \$3,762.84).

C. Mr. Ingels failed to schedule an obligation for \$612,000.00 on the Dekoven property that he was personally responsible for. Later schedules were amended to include it as "a personal guarantee" though, in fact, Mr. Ingels alone was responsible for the obligation.

D. Katherine Hanson is the individual who transferred the Dekoven property from the MJ Ray Ingels Trust to MJB Consulting, LLC, by Deed. Ms Hanson is identified as the person who signed the deed as "Trustee of the MJ Ray Ingels Irrevocable Trust" and as "Member of MJB Consulting, LLC."

E. Even though questioned about Katherine Hanson immediately after being questioned about the Dekoven property during the 341 meeting, Mr. Ingels did not indicate that any payments were being made by her on the property.

/// END OF ORDER ///

Presented by:

THE TRACY LAW GROUP PLLC

By /s/ Jamie McFarlane  
J. Todd Tracy, WSBA #17342  
Jamie McFarlane, WSBA #41320  
Attorneys for Debtor/Defendant

**ORDER GRANTING MOTION IN LIMINE - 2**

**THE TRACY LAW GROUP, PLLC**  
720 Olive Way, Suite 1000  
Seattle, WA 98101  
206-624-9894 phone / 206-624-8598 fax

1 Approved by:  
2  
3  
4  
5  
6

John S. Peterson, Plaintiff

7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

ORDER GRANTING MOTION IN LIMINE - 3

**THE TRACY LAW GROUP, PLLC**  
720 Olive Way, Suite 1000  
Seattle, WA 98101  
206-624-9894 phone / 206-624-8598 fax